



FITIQ Junior Training Centre, Safety Agreement and Terms & Conditions of Participation, hereafter referred to as the PARTICIPANT AGREEMENT.

Please read this first section with your child

- a) At the FITIQ Ltd. we take the health and safety of all our clients seriously and will always prioritise this above all else. We wish to highlight that all the activities available at the FiTIQ Tunnel, at FiTIQ Events, at third party events that your child may take part in while representing FITIQ, or as part of a FITIQ team can be potentially hazardous physical activities, and that participation can lead to a risk of injury and even death. As such we ask that you and your child read the Participant Agreement and agree to the points raised.
- b) **Behaviour** is the number one priority for all children while in and around the FiTIQ Training Tunnel alongside our core values of:

RESPECT - TEAMWORK - INCLUSIVITY – DISCIPLINE - FUN.

We need your child to understand that this sport can be dangerous. Behaviour that does not represent our core values or is such that it disrupts or limits other children's enjoyment of their session or could cause accidents or injury, will **NOT** be tolerated.

This includes (but is not limited to):

- Not listening to instructions.
- **Talking or messing around** when instructions are being given to the group.
- Actions or behaviour that could make the **activity dangerous** to other participants.
- Using the equipment without permission to do so (inside or outside of the premises).
- **'Unsportsmanlike'** behaviour – we never shame, bully or laugh at anyone else.
- **Bad Language or rudeness** to the training staff or anyone else in and around the centre.
- Disruptive behaviour of **any** kind.

The FiTIQ team have the right to ask for a child to sit out of a session, be removed from the session completely and/or asked not to attend the session. Any persistent poor



behaviour will result in the child being asked to no longer attend FITIQ sessions.

Rudeness to the training staff or dangerous behaviour will result in the child being asked to leave straight away – **NO REFUND WILL BE GIVEN.**

- c) By agreeing to this Participant Agreement, we ask that your child and you as their responsible adult, agree to the terms above with regards to behaviour and that your child is committed and wants to be part of the FitIQ Junior team for the right reasons; for those that are not willing to participate in, and abide by our core values, we ask that they do not sign up.

I, the Participant or Parent/Guardian of Participant(s), confirm as follows:

- 1) I understand and accept that in participating in activities at FITIQ Ltd. that there is an element of danger and risk of physical or emotional injury, paralysis, death, or damage to me, to property or to third parties including participant(s) and others and consequently the participant(s) is/are to undertake to use FITIQ Ltd. equipment and facilities (the “Facilities”) and to conduct themselves while on FITIQ Ltd. premises, in a sensible and responsible manner and in compliance with all notices, instructions and directions as published or displayed from time to time and in compliance with any instruction given to the participant(s) by an authorised person in FITIQ Ltd.’s control. I understand that such risks simply cannot be eliminated without jeopardising the essential qualities of the activity. The risks include, among other things and without limitation:
- 2) Risk of cuts and bruises. Other more serious risks exist as well. Due to the nature of the activities, there is a risk that participants may fall off equipment, and sustain sprains or breaks, or could suffer more serious injuries. Transitioning between obstacles carries the possibility of any manner of accidents. Similar risks are also inherent when using the obstacle equipment, rope climbs, wall climbs, Jump Towers, age-appropriate weights, monkey bars, ninja rigs, weight pulls and pushes, boxing equipment etc.
- 3) I expressly agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate despite the risks. I warrant that I will only undertake obstacles and challenges that are within my ability level and throughout which I will be able to maintain control.
- 4) I understand that the activities provided by the FITIQ Ltd. require a reasonable level of fitness and agility and I warrant that I am fit and able to participate. I also warrant that the participant(s) is/are in a good state of health and free from any injury, medical condition, disease or illness which may be aggravated by participating in activities that makes it dangerous for me to partake in such activities I expressly agree and promise to accept and



assume all of the risks associated with the activities. Additionally, the participant(s) recognises that such a breach in this term is dangerous or may increase any risk of injury to the participant(s) or others or make more likely that the participant(s) will be involved in an accident which could result in any form injury during the activity.

- 5) I acknowledge that the activities provided by FITIQ Ltd. are not available to pregnant women and that by accepting these terms I confirm that the participant(s) is/are not pregnant.
- 6) I acknowledge that cosmetic body enhancements including but not limited to false nails, non-removable jewellery and other surgical additions could cause injury to the participant(s) of any activities. FITIQ Ltd. strongly advises any participant(s) to remove these if possible before participating or not to participate, as FITIQ Ltd. will not be held accountable for any injury caused to the participant(s).
- 7) I acknowledge and agree that the participant(s) is/are responsible for their own safety and the safety of others whilst participating in activities. I understand that the activities may be undertaken without direct supervision following safety instructions and agree that the participant(s) will at all times wear any protective equipment provided by or required by FITIQ Ltd. to be worn and will ensure that the participant(s) complies/comply with all instructions given at any time during the activities by FITIQ Ltd. by any of its staff, media or signage.
- 8) I agree that the participant(s) shall not participate in any activities provided by FITIQ Ltd. unless the participant(s) has/have undertaken FITIQ Junior Training Centre's Safety Briefing in relation to the activities and confirm that the participant(s) will comply with these at all times whilst on the premises from which the activities will be carried out.
- 9) I agree that the participant(s) will only attempt obstacles and challenges that are within the participant(s)'s skill and fitness levels and of which the participant(s) is/are able to retain control of at all times. That the participant(s) will also only use features that the participant(s) has/have the ability to use within the participant(s)'s skill and fitness levels. Obstacles and challenges are undertaken entirely at the participant(s)'s own risk and I will not hold FITIQ Ltd. liable for any injury the participant(s) may attain whilst participating in these activities.
- 10) I agree and promise to ensure the participant(s) accept(s) to be responsible for any and all risks existing and subsisting in the activities. I acknowledge that participation in the activities is voluntary, and that the participant(s) elect(s) to participate despite of the risks and agrees to accept the consequences of so doing.



- 11) That the participant(s) will not use FITIQ Junior Training Centre's facilities and activities whilst under the influence of any drugs or alcohol.

- 12) That I will fully indemnify FITIQ Junior Training Centre, its agents and employees against any claim brought by a third party for loss, damage, injury or death which has been caused by any action or omission of mine or any act or omission of any participant(s) of which I am the lawful parent or guardian or any participant(s) whose supervision is wholly or partly my responsibility at the time of the relevant act or omission that would, if they had agreed to the same with full capacity to do so, amount to a breach of these Terms and Conditions or which amounts to negligence or a wilful act or omission.

- 13) I acknowledge that nothing in these Terms and Conditions is intended to avoid liability, on the part of FITIQ Junior Training Centre, for personal injury or death caused by the negligence of wilful act of its authorised person or agents.

- 14) I and as parent or legal guardian of any accompanying children give consent and agree to FITIQ Ltd. photographing and/or recording(s) myself and any accompanying children and to use any such photographs and/or recording solely and only FITIQ Ltd. advertising or promotional purposes. Any accompanying minors and I hereby waives any right to inspect or approve the use of any such material and acknowledge and agree that the rights to use such material shall not require payment or compensation of any kind to be made by FITIQ Junior Training Centre.

- 15) to myself and/or any accompanying children. I am fully aware that I must contact a manager of FITIQ Ltd. if I do not wish to be a part.

- 16) Should FITIQ Ltd. or anyone acting on their behalf, be required to incur legal fees and costs to enforce this agreement, I agree to Indemnify and hold them harmless for all such fees and costs. This means that I will pay all those legal fees and costs myself.

- 17) The participant(s) consent(s) and agree(s) to the use by FITIQ Ltd. of CCTV monitoring for training, health and safety and security purposes.



- 18) The participant(s) acknowledge(s) that FITIQ Ltd. is not and shall not be liable for any damage or loss to themselves, any third parties or property incurred whilst the participant(s) is/are undertaking the activities or are on the premises of FITIQ Junior Training Centre.
- 19) I confirm I am over the age of 18 years, signing for myself as a participant and/or as the Parent/Guardian of (a) participant(s) under the age of 18 years old.
- 20) In consideration of not being required to sign a fresh copy of this PARTICIPANT AGREEMENT before each visit, I further agree that this PARTICIPANT AGREEMENT shall apply to all visits within the next 12 months by me and by the minor participant in full. By signing this document, I acknowledge that if anyone is hurt or property damaged during my participation in this activity, I may be found by a court of law to have waived my or the minor participant's right to maintain a lawsuit against FITIQ Ltd. or any PARTIES that are bound by the PARTICIPANT AGREEMENT on the basis of any claim from which I have released them herein. I have had sufficient opportunity to read this entire document prior to signing it and I have read and understood it and acknowledge that I have been recommended to seek legal advice prior to doing so, and I agree to be bound by its terms and further agree that in relation to any legal matters the laws of the United Kingdom shall apply.
- 21) I agree, consent and understand that my Personal Data (as defined in the General Data Protection Regulation ((EU) 2016/679) and the subsequent UK Data Protection Legislation) is to be held and controlled by FITIQ Ltd. and that this is contractual provision between us both. I also confirm that I am happy for any and all Personal Data in their possession to be passed to any third party for medical purposes in the event that it becomes necessary.
- 22) I agree to whenever possible have as much fun as is possible at the FITIQ Junior Training Centre.